

**STATE OF NEW JERSEY
EDUCATIONAL OPPORTUNITY FUND**

I. FY 2013 CONTRACT SUMMARY:

Revised 5/16/12

CONTRACTOR: **Organization Name:** **Rutgers, the State University
Ernest Mario School of Pharmacy**

**CONTRACTING
AGENCY:** Office of the Secretary of Higher Education
Educational Opportunity Fund
20 West State Street
P.O. Box 542
Trenton, New Jersey 08625

SOURCE OF FUNDS:	AMOUNT	ACCOUNT TITLE
Summer (FYS12&13)	<u>\$112,896</u>	Article III - Summer Undergrad. Cost of Ed.
	\$112,896	Total Summer Funding
Academic Year (FY13)	\$81,300	Article III - Undergraduate Grants
Academic Year (FY13)	\$0	Article III - Graduate Grants
Academic Year (FY13)	<u>\$131,349</u>	Article IV - A.Y. Support
	\$212,649	Total Academic Year Funding
	\$325,545	Total EOF Funding

II. TIME FRAME:

Effective Date of Agreement:	June 1, 2012
Length of Work Period:	14 months
Starting Date:	June 1, 2012
Ending Date:	July 31, 2013

III. PURPOSE:

To provide an opportunity for higher education to disadvantaged New Jersey residents who would not be able to attend college without the financial assistance and special support services that are part of the EOF Program.

IV. PROGRAM SPECIFICATION:

Contractor hereby agrees to perform the services described in the specifications attached hereto as Attachments D1 and D2 in the manner and upon the terms therein specified. Attachment D1 - Grant Deadlines and D2 - Program Mission and Goals are hereby fully incorporated and made a part of this contract in all particulars. The provisions of this contract hereinafter set forth shall constitute the General Terms and Conditions of the Agreement between the parties.

STATE OF NEW JERSEY
Office of the Secretary of Education
EDUCATIONAL OPPORTUNITY FUND

V. SCOPE OF AGREEMENT:

This Agreement, entered into by the above named parties, for the above mentioned time frame, sets forth the specific programs, projects and activities in which the Contractor shall engage in return for funding as provided by the OSHE/EOF Program and/or other sources, as set forth above, and shall fully incorporate and make part of this Agreement the following documents and any specifically mentioned attachments thereto:

Attachment A	Contract Provisions
Attachment A1	Contract Provisions (Rutgers University)
Attachment B1	EOF Summer Support and Cost of Education Budget
Attachment B2	EOF Academic Year Program Support Budget
Attachment B3	EOF Special Project Budget (if applicable)
Attachments C1-4	Expenditure Reports sent under separate cover
Attachments C5	Annual and Summer Assessment Reports sent under separate cover
Attachment D1	Grant Deadlines and Project Specifications
Attachment D2	Program Mission and Goals
Master Contract for the Office of the Secretary of Higher Education (OSHE) Programs - On File With the Institution	

VI. NJHE/OSHE AND CONTRACTOR AGREEMENT SIGNATURES:

If this contract, including all attachments (if applicable), correctly sets forth your understanding of the terms of the agreement, please indicate your institution's concurrence with such terms by the signature of the appropriate officer of your institution on the two signature pages included and returning the contract to the Office of the Secretary of Higher Education (OSHE) for the countersignatures of the Executive Director of the Educational Opportunity Fund. One original signature page with the appropriate signatures will be returned to your institution.

FY 2013

Accepted and Agreed:

Rutgers, the State University
Ernest Mario School of Pharmacy
Institution

By: _____
Title: **President**
Date: _____

Countersigned:

Office of the Secretary of Higher Education
Educational Opportunity Fund
Agency/Division

By: _____
Title: **Executive Director, EOF**
Date: _____

STATE OF NEW JERSEY
Office of the Secretary of Higher Education
EDUCATIONAL OPPORTUNITY FUND

V. SCOPE OF AGREEMENT:

This Agreement, entered into by the above named parties, for the above mentioned time frame, sets forth the specific programs, projects and activities in which the Contractor shall engage in return for funding as provided by the OSHE/EOF Program and/or other sources, as set forth above, and shall fully incorporate and make part of this Agreement the following documents and any specifically mentioned attachments thereto:

Attachment A	Contract Provisions
Attachment A1	Additional Contract Provisions (Rutgers University)
Attachment B1	EOF Summer Support and Cost of Education Budget
Attachment B2	EOF Academic Year Program Support Budget
Attachment B3	EOF Special Project Budget (if applicable)
Attachments C1-4	Expenditure Reports sent under separate cover
Attachments C5	Annual and Summer Assessment Reports sent under separate cover
Attachment D1	Grant Deadlines and Project Specifications
Attachment D2	Program Mission and Goals
Master Contract for the Office of the Secretary of Higher Education (OSHE) Programs - On File With the Institution	

VI. NJHE/OSHE AND CONTRACTOR AGREEMENT SIGNATURES:

If this contract, including all attachments (if applicable), correctly sets forth your understanding of the terms of the agreement, please indicate your institution's concurrence with such terms by the signature of the appropriate officer of your institution and returning the contract to the Office of the Secretary of Higher Education (OSHE) for the countersignature of the Executive Director of the Educational Opportunity Fund. A copy of the contract with the appropriate signatures will be returned to your institution.

FY 2013

Accepted and Agreed:

Rutgers, the State University
Ernest Mario School of Pharmacy
Institution

By: _____

Title: **President**

Date: _____

Countersigned:

Office of the Secretary of Higher Education
Educational Opportunity Fund
Agency/Division

By: _____

Title: **Executive Director, EOF**

Date: _____

ATTACHMENT A

State of New Jersey Office of the Secretary of Higher Education EDUCATIONAL OPPORTUNITY FUND

Contract

Attachment A hereby provides for provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education, and institutions participating in the EOF program as detailed below.

I. Audit Requirements

- A. Any audit required under Section XIX of the Master will be conducted on an organization-wide basis and on the Contractor's fiscal year. It is the understanding of the OSHE that the Contractor's fiscal year ends on June 30th any given year.

Any changes in the fiscal year must be reported immediately to the OSHE.

- B. The following method(s) has been designated in performing audits:

____ State Auditors

X Auditors appointed by the OSHE

____ CPA firm appointed by the

X CPA firm appointed by the Contractor. (Audit may be performed as part of the general college audit.)

II. Budget Revisions and Modifications

All budget revisions and modifications must be in accordance with the EOF Regulations, Section 9A:11-6.11.

Since the Contractor is not to incur expenditures over and above the limits set forth by the Regulations and approved allocations, it is incumbent on the Contractor to request budget revision approval whenever it is anticipated that spending will exceed the limits defined by the Regulations and approved allocations. Therefore, the Contractor will be liable for all unapproved debts.

III. Program Income

Other program income, if any, as defined in Section XV, Paragraph C of the Master Contract, shall be treated by the Contractor in the following manner:

____ Added to funds committed to the project by the OSHE and to be used to further eligible program objectives; or

____ Deducted from the total project by the OSHE and be used to further program objectives; or

X Not applicable

IV. Method of Payment

- A. Where deemed applicable, the OSHE may authorize advance payments to be made to the Contractor. These payments will be based upon a percentage determined by the OSHE not to exceed 100% of the contract amount.
- B. Progress payments shall be made by the OSHE as adopted by the EOF Board of Directors on a scheduled basis.
- C. At the OSHE's discretion, a payment may be withheld pending receipt of required reports as listed on Attachment D-1.

V. Financial and Performance Reporting

- A. Interim expenditure reports for academic year program support funds shall be submitted on a scheduled basis. These reports, to be certified by the Chief Fiscal Officer, shall be submitted in accordance with the dates listed on Attachment D-1.
- B. Final expenditure reports shall be submitted by the Contractor in accordance with the dates listed on Attachment D-1.
- C. The Annual Report, which provides data on student and program performance, shall be submitted by the Contractor in accordance with the dates listed on Attachment D-1. The report may be used to assess the Contractor's ability to reach its declared program mission and goals, per Attachment D-2.

VI. Dissemination

All Office of the Secretary of Higher Education grant-supported public events/activities/curriculum materials as well as dissemination activities for this project shall be acknowledged as related to and/or supported by the New Jersey Educational Opportunity Fund.

ATTACHMENT A-1

**The State of New Jersey
Office of the Secretary of Higher Education
EDUCATIONAL OPPORTUNITY FUND**

RUTGERS, THE STATE UNIVERSITY

Additional Contract Provisions

Attachment A-1 is hereby annexed to and provides for additional contract provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education and Rutgers, the State University as detailed below.

A. Redistribution of Article III Funds

1. The Educational Opportunity Fund (EOF) Program director of each applicable college/school within the University and the financial aid office of the University will submit to the Higher Education Student Assistance Authority (HESAA) an initial billing tape containing all the student data as required by the OSHE/EOF no later than the end of the third week in August. In addition, a paper copy of the above initial billing tape data will be submitted.
2. If any of the colleges within the University require additional student allocations for funding under Article III, a formal written request shall be made by the University to the OSHE/EOF Office as soon as such need becomes clear, but in no event later than the contractual deadline for such requests as set by the OSHE/EOF Office for the fall and spring semesters, which will be separate and distinct from the contractual deadline for requesting payments.
3. Subsequent to the above-mentioned deadlines, the OHE/EOF will then review the formal written requests received from each college for additional allocations and;
 - a. Determine if there is need for more allocations by those colleges requesting them,
and
 - b. Calculate the total pool of unused allocations from each of the three University regions of Newark, Camden and New Brunswick.

4. If one of the colleges of the University has made a formal written request for additional allocations and the OSHE/EOF Office has determined that need for additional allocations exists at said college, such need shall first be satisfied from the unused allocation pool of the University region within which the requesting college is located. All adjustments under this paragraph shall only be made under the authority of the University Administrator for the EOF Program and upon the prior notification of the OSHE/EOF EOF Office.
5. If one of the colleges of the University has made a formal written request for additional allocations and the OSHE/EOF Office has determined that need for additional allocations exists at said college and the college's need cannot be met under the provisions of paragraph 4 above, then said college shall receive priority to receive unused allocations from another University region subsequent to each University region having completed its own redistribution of allocations under paragraph 4 above. Any requests for reallocations under this paragraph shall be subjected to the same deadlines as set forth in paragraph 2 above.
6. If, after the applications of paragraphs 4 and 5 above, a requesting college still has a need for more allocations, such need shall be satisfied through normal reallocation procedures established for all EOF programs within the State by the OSHE/EOF Office.
7. All approved reallocations shall become part of each college's permanent allocation for that academic year.

B. Redistribution of Article IV Funds

1. Upon discussion between the college EOF director and the appropriate business manager for said college EOF program, a college shall submit a proposal to the OSHE/EOF Office if it desires to make any budget changes within its own budget for projected use of unexpended Article IV funds. Such proposal shall be submitted by the contract deadline for budget changes of the projected use of unexpended funds.
2. No later than the specified deadline for contract budget changes for the spring semester, the University will submit a budget change request package to the OSHE/EOF Office which would transfer Article IV funds, within region, from one college where an under-expenditure exists, to another college where there is need for additional Article IV funds.
3. All Budget Change Request Forms (or other forms designated by the OSHE/EOF Office) shall be submitted with the signatures of the college EOF Directors, the appropriate business managers, and the University Administrator of the EOF Programs.

4. Any reallocation of unexpended Article IV funds under the section must have the prior approval of the OSHE/EOF Office.

ATTACHMENT D-1

State of New Jersey Office of the Secretary of Higher Education EDUCATIONAL OPPORTUNITY FUND

2012-2013 GRANT DEADLINES¹

The following materials **MUST** be submitted on or before the dates indicated. Failure to comply will result in the delay of EOF payments to your institution.

REPORTS/FORMS

DEADLINE DATE(S)

<i>Annual Report Form (via-e-mail)</i>	October 31, 2012
--	------------------

EOF Expenditure Reports:

Final FY 2012 Art. IV Expenditure Report Reg. & Spec. Projs.	August 31, 2012
Summer 2012 (FY12/13)	September 15, 2012
FY 2013 Article IV Interim Report (July – Dec.)	January 15, 2013
FY 2013 Article IV Interim Report (July -March) ²	April 15, 2013
Final FY 2013 Article IV Expenditure Report	August 31, 2013

¹ Deadline dates that fall on the weekend or holiday are extended to the next working day. Postmark dates will determine compliance with the appropriate deadline.

² With projections through June. NOTE THAT final payment will be based upon these projections.